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**Also admitted in New York, Illinois and Washington, D.C.

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OF COUNSEL
VINCENT T. EARLY
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JOSEPH J. BURGIE
(1992)

June 26, 2000

Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

00-00547

RE: Petition for Authority to Transfer Control of Single Billing Services, Inc. d/b/a
Asian American Association to New Global Telecom, Inc.

Dear Sir:

Enclosed herewith for filing with Tennessee Regulatory Authority, please find an original and thirteen (13) copies of the petition of Single Billing Services, Inc. to transfer control of Single Billing Services, Inc. d/b/a Asian American Association to New Global Telecom, Inc. Also enclosed is a check in the amount of \$25.00 for filing fees.

Also enclosed is an exact duplicate of this letter attached to a copy of the petition. Please stamp the duplicate received, and return same in the self-addressed, stamped envelope.

Should you have any questions or concerns relating to this matter, please contact the undersigned.

Respectfully submitted,

EARLY, LENNON, PETERS & CROCKER, P.L.C.

Patrick D. Crocker

PDC/mmk

POSTED
6/28/00

BEFORE THE
STATE OF TENNESSEE
REGULATORY AUTHORITY

REC'D TN
REGULATORY AUTH.

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Petition for Authority to Transfer)
Control of Single Billing Services, Inc.)
d/b/a Asian American Association)
to New Global Telecom, Inc.)

Docket No.

OFFICE OF THE
EXECUTIVE SECRETARY

00-00547

To the Regulatory Authority:

PETITION FOR AUTHORITY TO TRANSFER CONTROL

Single Billing Services, Inc. d/b/a Asian American Association ("AAA") by its attorneys, hereby respectfully requests, pursuant to Tennessee Code Annotated Section 654112, that the Tennessee Regulatory Authority ("TRA") *immediately* approve the transfer of control of AAA from its current shareholders to New Global Telecom, Inc. ("NGT") through the sale of AAA's stock. AAA is currently certified to provide intrastate telecommunication services in Tennessee.¹ The Petitioner requests expedited treatment of this petition in order to permit the consummation of the transaction without undue delay.

¹ AAA was authorized by the Tennessee Regulatory Authority to provide intrastate telecommunication services as a reseller effective June 16, 1999.

THE PARTIES

1. NGT, a Delaware corporation, is an international facilities-based carrier, providing wholesale and retail voice and data services worldwide.² The principal office of NGT is located at:

1600 Jackson Street
Suite 300
Golden, CO 80407
(303) 278-0700

2. AAA is currently authorized as a reseller of intrastate interexchange telecommunication services in 45 states. AAA's address and phone number will continue as follows:

9550 Flair Drive
Suite 409
El Monte, CA 91731
(626) 452-2161

3. Questions about this application should be directed to Patrick D. Crocker:

Patrick D. Crocker
Early, Lennon, Peters & Crocker, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
(616) 381-8844
(616) 349-8525 (facsimile)

² A copy of New Global Telecom, Inc.'s Articles of Incorporation is attached as **Exhibit A.**

TRANSFER OF CONTROL

4. On May 8, 2000, NGT and the shareholder of AAA entered into a Stock Purchase Agreement (the "Agreement") whereby NGT will acquire 100 percent of the issued and outstanding capital stock of AAA. A copy of the Agreement is attached hereto and incorporated by reference as **Exhibit B**.

QUALIFICATIONS OF TRANSFEREE

5. NGT is financially qualified to acquire control of AAA and its business. A copy of NGT's most recent financial statements is attached as **Exhibit C**.

6. Under new ownership, AAA will be led by a highly qualified team of management personnel. **Exhibit D** contains a brief biographical statement of these individuals.

PUBLIC INTEREST

7. The transfer of control of AAA from its current shareholder to NGT is in the public interest. The addition of AAA to NGT's other interests will enhance both NGT and AAA's ability to compete in the market for telecommunications services in Tennessee and elsewhere. The Petitioners will benefit from increased economies of scale that will permit them to operate more efficiently and thus to compete more effectively.

8. In addition, AAA will have access to the financial resources it needs to introduce new products and services and to respond to competition in the competitive telecommunications environment in Tennessee. Over time, consumers in Tennessee will benefit from a greater number of products and service options, as well as lower prices offered by the Petitioners.

SINGLE BILLING SERVICES, INC. D/B/A ASIAN AMERICAN
ASSOCIATION / NEW GLOBAL TELECOM, INC.
Tennessee Regulatory Authority
Petition for Authority to Transfer Control

WHEREFORE, AAA respectfully requests that the Commission *immediately* authorize the transfer of control of AAA from its current shareholder to NGT so that the transaction may proceed without undue delay.

Respectfully submitted,

Single Billing Services, Inc
d/b/a Asian American Association

By: 

Patrick D. Crocker
EARLY, LENNON, PETERS & CROCKER, P.L.C
900 Comerica Building
Kalamazoo, MI 49007
(616) 381-8844
(616) 349-8525 (facsimile)

STATE OF)
)
COUNTY OF) SS.:

VERIFICATION

I, Edward Sun, being duly sworn to law, upon his oath deposes and says:

1. I am the President of SINGLE BILLING SERVICES, INC. D/B/A ASIAN AMERICAN ASSOCIATION and am authorized to verify the foregoing application.

2. I have read the foregoing application, and the statements therein are true of my own knowledge, except to those matters which are therein stated on information and belief and, as to those matters, I believe them to be true.


Edward Sun

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On June 23, 2000, before me, Wen-Lung Steven Chou, Notary Public, p
Edward Sun, personally known to me (or proved to me on the basis of satisfactory
the person whose name is subscribed to the within instrument and acknowledged to me that he executed .
authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which
acted, executed the instrument.

WITNESS my hand and official seal.



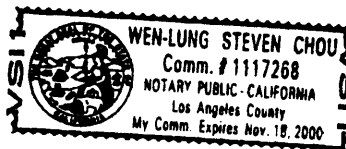


EXHIBIT A

CERTIFICATE OF INCORPORATION
OF
NEW GLOBAL TELECOM, INC.

* * * * *

1. The name of the corporation is New Global Telecom, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is Two-Hundred Thousand (200,000) and the par value of each of such shares is One-Hundredth of a Dollar (\$.01) amounting in the aggregate to Two-Thousand Dollars.
5. The Voting common stock shares which the corporation shall have authority to issue is One Hundred Thousand (100,000) and the par value of each of such shares is One-Hundredth of a

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Dollar (\$.01) amounting in the aggregate to One Thousand Dollars (1,000).

6. The Non-Voting common stock shares which the corporation shall have authority to issue is One Hundred Thousand (100,000) and the par value of each of such shares is One-Hundredth of a Dollar (\$.01) amounting in the aggregate to One Thousand Dollars (1,000).

The holders of Voting Common and Non-Voting Common shall, upon the issuance or sale of shares of stock of any class (whether now or hereafter authorized) or any securities convertible into such stock, have the right, during such period of time and on such conditions as the board of directors shall prescribe, to subscribe to and purchase such shares or securities in proportion to their respective holdings of Voting Common and Non-Voting Common, at such price or prices as the board of directors may from time to time fix and as may be permitted by law.

7. The name and mailing address of each incorporator is as follows:

M.C. Kinnamon

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

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as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

Richard C. Grange, 1600 Jackson St., Suite 300, Golden, CO
80401

Michael J. Scheele, 435 Alvarado St., San Francisco, CA
94114

8. The corporation shall exist perpetually .

9. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

10. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

Whenever a compromise or arrangement is proposed between

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this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

11. The corporation reserves the right to amend, alter, change or repeal any provision contained in this

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Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

12. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 19 day of September, 1997.

M. C. Kinnamon

M.C. Kinnamon

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EXHIBIT B

EXECUTION COPY

STOCK CONVEYANCE AGREEMENT

BY AND BETWEEN

NEW GLOBAL TELECOM, INC.

and

HELEN SHIH

dated as of

May 24, 2000

STOCK CONVEYANCE AGREEMENT

This STOCK CONVEYANCE AGREEMENT (this "**Agreement**") is made and entered into as of May 8th, 2000, by and among Helen Shih (the "**Seller**"), an individual and the sole stockholder of Single Billing Services, Inc., a Delaware corporation, d/b/a Asian American Association ("**SBS**" or the "**Borrower**") and New Global Telecom, Inc. (the "**Purchaser**").

WHEREAS, the Seller is the owner, beneficially or of record, of all of the issued and outstanding shares of capital stock of the Borrower;

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Purchaser and MCI WorldCom Network Services, Inc. ("**MCI WorldCom**") are entering into an Assignment Agreement (the "**Assignment Agreement**") dated as of the date hereof, pursuant to which MCI WorldCom has assigned to Purchaser all of its right, title and interest in and to certain indebtedness and other obligations due and owing by SBS to MCI WorldCom through the date hereof (collectively, the "**SBS Debt**");

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Seller and the Purchaser are entering into a Stock Pledge Agreement (the "**Stock Pledge Agreement**") dated as of the date hereof, pursuant to which the Seller has agreed to deliver, pledge and grant security interests to the Purchaser in and to the capital stock of SBS and all of the Seller's right, title and interest in respect thereof or collateral security for all of the SBS Debt;

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Seller and the Purchaser are entering into an Agreement and Irrevocable Proxy (the "**Proxy**") dated as of the date hereof, pursuant to which the Seller has agreed to, among other things, irrevocably constitute and appoint the Purchaser as the Seller's true and lawful proxy and attorney-in-fact, for and in the name, place and stead of the Seller, solely to vote or cause to be voted all of the shares of capital stock of SBS; and

WHEREAS, as an inducement to the parties to enter into the Stock Pledge Agreement and the Proxy and such other documents as shall be necessary to effect the transactions contemplated therein, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Acknowledgements. The Seller hereby acknowledges that (a) it is the intention of the parties that all right, title and interest in and to the voting and economic rights in the capital stock of SBS being transferred by the Seller to the Purchaser or its designee, including but not limited to all rights to profits, dividends or any other distributions, shall be irrevocably assigned by the Seller to the Purchaser or its designee, as of the date hereof, (b) the Borrower is in default and all of the SBS Debt is now due and owing to the Purchaser, all without any defense, offset or counterclaim of any nature whatsoever, (c) the Purchaser has all of the rights and remedies as a secured party with respect to the SBS Debt (d) the Purchaser has the right to institute immediate action to enforce its rights to effect collection of the SBS Debt and any other sums due to them thereunder (including interest and legal fees) and (e) the Borrower hereby waives any notice that it is otherwise entitled to in connection with the exercise of any remedies by the Purchaser.

Section 2. Representations and Warranties. The Seller hereby represents, warrants and agrees as follows:

(a) Organization and Good Standing. The Borrower is duly organized, validly existing and in good standing in the state of its incorporation, with full power and authority to own its properties and carry on its business as it is now operated and carried on by it. The Borrower is duly qualified or licensed to do business, and is in good standing, in each jurisdiction in which the character or location of the property owned, leased or operated by it or the business as currently conducted by it in such jurisdiction makes such qualification or licensing necessary, except where the failure to be so qualified has no material adverse effect.

(b) Subsidiaries. The Borrower does not own, have any investment in, or control, directly or indirectly, any subsidiaries, associations, or business entities, and the Borrower is not a participant in any joint venture or partnership.

(c) Authorization. This Agreement has been duly executed by the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally.

(d) Valid Issuance of Securities. The stock that is being conveyed to the Purchaser hereunder, when conveyed and delivered in accordance with the terms hereof for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable.

(e) Compliance with Laws and Other Instruments.

(1) The Borrower is currently complying in all material respects with and has at all times complied in all material respects with, and has not received any claim or notice that it is not in compliance in any material respect with, any provisions of its Certificate of Incorporation, Bylaws or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or, to the Seller's knowledge, of any provision of any federal, state or foreign statute, rule or regulation applicable to the Borrower, including, without limitation, all federal, state, foreign and local laws relating to occupational health and safety and employment and labor matters. The execution, delivery and performance of the Agreements and the consummation of the transactions contemplated hereby will not (A) result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Borrower or (B) require the Borrower to obtain any consent, approval or action of, make any filing with, or give any notice to any person as a result or under the terms of, or relieve any third party of any obligation to the Borrower under any such provision, instrument, judgment, order, writ, decree or contract.

(2) The Borrower has avoided every condition, and has not performed any act, the occurrence of which would result in the Borrower's loss of any right granted under any license, distribution agreement or other agreement.

(f) Capitalization.

(1) Capital Securities. Immediately prior to the date hereof, all of the issued and outstanding capital stock of the Company was owned by the Seller and was duly authorized, validly

issued and outstanding, was offered and sold in compliance with all applicable laws and when transferred to the Purchaser shall be free and clear of all liens and will be fully paid and nonassessable and will not be subject to any preemptive rights.

(2) Options and Other Right. There are no outstanding rights (either preemptive or other) or options to subscribe for or purchase from the Borrower, or any warrants or other agreements providing for or requiring the issuance or purchase by the Borrower of any capital stock, or any obligations or securities convertible into or exchangeable, for, or exercisable into, the Borrower's capital stock or any voting trusts, proxies, agreements or understandings relating to the voting of the Borrower's capital stock.

(g) Financial Statements.

The Borrower has made available to the Purchaser (i) its unaudited financial statements (including consolidated balance sheet, statement of operations and statement of cash flows) as of December 31, 1999 and for the period then ended and (ii) its unaudited financial statements (including consolidated balance sheet, statement of operations and statement of cash flows) as of March 31, 2000 and for the three months then ended (collectively, the "**Financial Statements**"). The Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except that the unaudited Financial Statements may not contain all footnotes required by generally accepted accounting principles. The Financial Statements fairly present the financial condition and operating results of the Borrower as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Borrower has no material liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to December 31, 1999 and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate are not material to the financial condition or operating results of the Borrower.

(h) Disclosure. The Borrower has fully provided the Purchaser with all the information that the Purchaser has requested for deciding whether to acquire the Stock and all information that the Borrower believes is reasonably necessary to enable the Purchaser to make such a decision. No representation or warranty of the Borrower contained in this Agreement or the exhibits attached hereto or any certificate furnished or to be furnished to the Purchaser contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. The written information provided to the Purchaser was prepared in good faith.

(i) Changes. Since March 31, 2000, there has not been:

(1) any change in the assets, liabilities, financial condition or operating results of the Borrower from that reflected in the Financial Statements, except changes in the ordinary course of business that have not been, in the aggregate, materially adverse;

(2) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the business, properties, prospects or financial condition of the Borrower;

(3) any waiver or compromise by the Borrower of a valuable right or of a material debt owed to it;

(4) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Borrower, except in the ordinary course of business and that is not material to the business, properties, prospects or financial condition of the Borrower;

(5) any material change to a material contract or agreement by which the Borrower or any of its assets is bound or subject;

(6) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(7) any sale, assignment or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets;

(8) any resignation or termination of employment of any officer or key employee of the Borrower; and the Borrower is not aware of any impending resignation or termination of employment of any such officer or key employee;

(9) any mortgage, pledge, transfer of a security interest, or lien, created by the Borrower, with respect to any of its material properties or assets, except liens for taxes not yet due or payable;

(10) any loans or guarantees made by the Borrower to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(11) any issuance, sale or purchase of options or rights to subscribe to, or entrance into any contracts or commitments to issue, sell or purchase, any shares of its capital stock or other equity interests;

(12) any declaration, setting aside or payment or other distribution in respect to any of the Borrower's capital stock, or any direct or indirect redemption, purchase or other acquisition of any of such stock by the Borrower;

(13) any declaration or payment of any dividend or other distribution of the assets of the Borrower;

(14) to the Seller's knowledge, any other event or condition of any character that might materially and adversely affect the business, properties, prospects or financial condition of the Borrower; or

(15) any arrangement or commitment by the Borrower to do any of the things described in this Section.

(j) No Conflict of Interest. The Borrower is not indebted, directly or indirectly, to any of its officers or directors or to their respective spouses or children, in any amount whatsoever other than in connection with expenses or advances of expenses incurred in the ordinary course of business which amount does not in the aggregate exceed \$5,000. None of the Borrower's officers, directors or stockholders, or any members of their immediate families, are, directly or indirectly, indebted to the Borrower or, to the Seller's knowledge, except as set forth in Schedule 2(j) attached hereto, have any direct or indirect ownership interest in any firm or corporation with which the Borrower is affiliated or with which the Borrower has a business relationship, or any firm or corporation which competes with the

Borrower except that officers, directors and/or stockholders of the Borrower may own stock in (but not exceeding 1% of the outstanding capital stock of) any publicly traded company that may compete with the Borrower. Except as set forth in Schedule 2(j), none of the Borrower's officers or directors or any members of their immediate families are, directly or indirectly, interested in any material contract with the Borrower. The Borrower is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.

(k) Tax Returns; Other Fees. The Borrower has filed all tax returns and reports that are required to be filed by law and has paid all taxes and other fees and regulatory surcharges that have become due, and made adequate provision for the payment of all taxes and other fees and regulatory surcharges that will become due, under applicable foreign, federal, state or local governmental law or regulations with respect to the periods of which such returns and reports were filed. The Borrower has not received any notice of any additional assessments since the date of such returns and reports, and has a good faith reason to believe that there will not be any additional assessments.

(l) Title to and Sufficiency of Assets.

(1) The Borrower owns its property and assets free and clear of all mortgages, liens, loans and encumbrances, except such encumbrances and liens which arise in the ordinary course of business and do not materially impair the Borrower's ownership or use of such property or assets. With respect to the property and assets it leases, the Borrower is in compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances. The Borrower is in compliance with all material terms of each material lease to which it is a party or otherwise bound.

(2) The tangible property and assets owned and/or leased by the Borrower (i) constitute all assets used by it in and necessary for the conduct of its business and (ii) are in good condition and repair, ordinary wear and tear excepted.

(m) Intellectual Property. The Borrower owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, technology, know-how, information and proprietary rights and processes necessary for its business (collectively, "Intellectual Property") without any conflict with, or infringement of, the rights of others, except the failure to own or license which could not be expected to have a material adverse effect. There are no outstanding options, licenses or agreements of any kind relating to the foregoing, nor is the Borrower bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" or standard commercial products. The Borrower has not received any communications alleging that the Borrower has violated or, by conducting its business, would violate any of the Intellectual Property of any other person or entity, and the use of such Intellectual Property by the Borrower does not infringe on the rights of any person or entity, except for such claims and infringements that, in the aggregate, do not have and could not be expected to have a material adverse effect. No claim has been asserted and is pending by any person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does the Borrower know of any valid basis for any such claim. The Seller is not aware that any of the Borrower's employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee's best efforts to promote the interest of the Borrower or that would conflict with the Borrower's business. To the Seller's knowledge, neither the execution or delivery of this Agreement, nor the carrying on of the Borrower's business by the employees of the Borrower, nor the conduct of the Borrower's business as proposed, will conflict with or result in a breach of the terms, conditions or

provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated. The Seller does not believe it is or will be necessary to use any inventions of any of its employees (or persons it currently intends to hire) made prior to their employment by the Borrower.

(n) Permits. The Borrower has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could materially and adversely affect the business, properties, prospect or financial condition of the Borrower. The Borrower is not and has not received notice that it is in default in any material respect under any of such franchises, permits, licenses or other similar authority.

(o) Litigation. There is no suit, claim, action, proceeding or investigation pending or, to the actual knowledge of any of the Seller threatened against or relating to or affecting the Borrower or any of its assets or properties at law or in equity or before any governmental authority or instrumentality or before any arbitrator of any kind and, to the Seller's actual knowledge, there is no reasonable basis for any such suit, claim, action, proceeding or investigation. The Borrower has not been a party to any such suit, claim, action, proceeding or investigation during the past two years involving its business, assets or properties, nor has any such suit, claim, action, proceeding or investigation been threatened in writing by or against the Borrower.

(p) Employee Matters. The Borrower is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the knowledge of the Borrower, has sought to represent any of the employees, representatives or agents of the Borrower. There is no strike or other labor dispute involving the Borrower pending, or, to the knowledge of the Seller, threatened, which could have a material adverse effect, nor is the Seller aware of any labor organization activity involving the Borrower's employees. The employment of each officer and employee of the Borrower is terminable at the will of the Borrower. To the knowledge of the Seller, the Borrower has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment.

(q) Employee Benefit Plans. The Borrower does not have or contribute to any Employee Benefit Plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

(r) Transaction Costs. There are no costs, fees or expenses that will be payable by the Borrower in connection with this Agreement, including without limitation, broker's, finder's or placement fees or commissions, and fees of other professionals.

(s) Governmental Regulations. The Borrower is not a "holding company," or a "subsidiary company" of a "holding company" or an "affiliate" of a "holding company," as such terms are defined in the Public Utility Holding Company Act of 1935, as amended; nor is the Borrower an "investment company," or an "affiliated person" or a "principal underwriter" of an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

(t) Illegal Payments. None of the Borrower or any of its employees, directors, officers or agents has made any payment of funds of any of such entities or received or retained any funds in violation of any law, rule or regulation.

(u) Corporate Documents. The Certificate of Incorporation and Bylaws of the Borrower are in the form provided to counsel for the Purchaser. The copy of the minute books of the Borrower provided to the Purchaser contains minutes of all meetings of directors and stockholders and all

actions by written consent without a meeting by the directors and stockholders since the date of incorporation and reflects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes accurately in all material respects. The stock transfer ledgers and other similar records of the Borrower as made available to the Purchaser prior to the execution of this Agreement accurately reflect all record transfers prior to the execution of this Agreement in the capital stock of the Borrower.

(v) Environmental and Safety Laws. The Borrower is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, and to the Seller's knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation.

(w) Offering. The offer, sale and issuance by the Seller of its capital stock of the Borrower as contemplated by this Agreement are exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws, and neither the Seller nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

(x) Minute Books. The copy of the minute books of the Borrower made available to the Purchaser's counsel contains true and complete minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects all actions by the directors and stockholders with respect to all transactions referred to in such minutes in all material respects.

(y) Marketing Rights. Except as set forth on Schedule 2(y) attached hereto, the Borrower has not granted to any third party any material rights to license, market or sell its products or services to any other person. Except as set forth on Schedule 2(y), the Borrower is not bound by any agreement that materially affects the Borrower's exclusive rights to develop, market, license or sell its products or services.

(z) Outstanding Indebtedness. Set forth on Schedule 2(z), is a true and correct list of all outstanding debt of SBS, including but not limited to all trade debt, and the same constitutes all outstanding indebtedness of SBS as of the date hereof.

(aa) Directors. Set forth on Schedule 2(aa) is a true and correct list of all directors of the Borrower immediately prior to the date hereof. As of the date hereof, all of the directors set forth on Schedule 2(aa) shall have resigned from his/her position as director of the Borrower.

(bb) Pledge Agreement. As of the date hereof, the Seller and the Purchaser have executed that certain Stock Pledge Agreement dated the date hereof with respect to the capital stock of SBS, and the same is in full force and effect.

Section 3. Consideration. In consideration for the transfer by the Seller of the capital stock in SBS, the Purchaser hereby agrees to (a) enter into a mutually acceptable employment agreement with the Seller, (b) issue up to 1,428,571 shares of the Purchaser's common stock to the Seller if certain performance targets are achieved for the 15-month period following the date hereof, (c) issue \$500,000 worth of the Purchaser's common stock to the Seller based upon a \$5.21 per share price subject to certain adjustments, (d) provide up to \$2,000,000 in working capital to SBS, (e) provide management services to SBS, (f) provide credit support to the Seller in respect of the Seller's guaranty of certain obligations of SBS, including substituting the Purchaser's guaranty for that of the Seller and (g) enter into certain

agreements and contracts with Seller's affiliates regarding, *inter alia*, the delivery of telecommunications services.

Section 4. Attorney-in-Fact. In furtherance of the Seller's obligations to the Purchaser, the Seller hereby irrevocably constitutes and appoints the Purchaser as the Seller's true and lawful proxy and attorney-in-fact, for and in the name, place and stead of the Seller, with full power of substitution, in the Seller's name or otherwise, to file claims (of every nature or kind) or take any action or institute, maintain or discontinue any action, suit or other proceeding, in any such case, in its own name or in the Seller's name, which the Purchaser may deem to be necessary or advisable in its own sole and complete discretion.

Section 5. Conditions to Transfer. The transfer of capital stock from the Seller to the Purchaser described herein shall automatically occur without any further action by any party to this Agreement or the Borrower as of the date that the Purchaser shall provide written notice to the Seller of the receipt by the Purchaser of all necessary or required governmental and/or third party consents and approvals, as determined by the Purchaser in its sole and absolute discretion, for the transfer of the capital stock from the Seller to the Purchaser without the loss of rights or benefits presently held by SBS and used in its business.

Section 6. Further Assurances. The Seller hereby agrees to execute and deliver and/or cause to be executed and delivered all such other instruments, documents or other consents as shall be required by the Purchaser and/or its counsel in order to effectuate and carry out the terms and conditions of this Agreement.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute one instrument.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

Section 9. Survival. The representations, warranties, covenants and agreements made herein shall survive any investigation made by any Purchaser and the closing of the transactions contemplated hereby.

Section 10. Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 11. Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed (a) if to the Purchaser, to the Purchaser's address as set forth on the signature page hereto or at such other address as the Purchaser shall have furnished in writing to the Seller or (b) if to the Seller, to the Seller's address as set forth on the signature page hereto or at such other address as the Seller shall have furnished in writing to the Purchaser. All notices and other communications mailed pursuant to the provisions of this Section shall be deemed delivered when mailed.

Section 12. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

Section 13. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

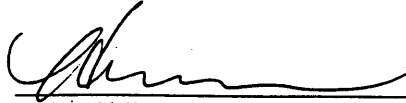
Section 14. Indemnification. The Seller shall indemnify, defend and hold harmless the Purchaser and its officers, directors, stockholders, employees and agents from and against any and all losses, costs, damages, liabilities and expenses arising from claims, demands, actions or causes of action, including but not limited to legal fees, arising out or in connection with any misrepresentation or breach or default in connection with any of the representations, warranties, covenants and agreements given or made by Seller in connection with this Agreement and the transactions contemplated herein.

Section 15. Term. This Agreement shall be terminable at any time at the sole and absolute discretion of the Purchaser.

Section 16. Transfer. All of the rights and obligations of the Purchaser described herein, may be transferred or assigned by the Purchaser to any person or entity at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SELLER:



Helen Shih

Address: 2760 DIANA ST.
PASADENA, CA 91107

PURCHASER:

NEW GLOBAL TELECOM, INC.

By: _____

Name:

Title:

Address:

SCHEDULE 2 (j)

Conflicts of Interest

Marty Shih	800777CLUB, Inc.	Shareholder
	Asian American Network, Inc.	"
	ABC Management Co., LP	"
	Asian Business Communication	"
Helen Shih	Single Billing Services, Inc.	"
	800777CLUB, Inc.	"
	ABC Management Co., LP	"
	S.W.F. Telemarketing, Inc.	"
Edward Sun	800777CLUB, Inc.	"

(HCS)

SCHEDULE 2 (Z)

Schedule of SBS Debt (Excluding Accounts Payable) as of 3/31/00

Accounts Payable WCOM	\$ 1,775,490.79
Note payable -WCOM (AP)	\$ 6,501,072.46
Notes Payable WCOM (ANI)	\$ 2,182,281.00
Notes Payable-Factor	\$ 817,719.00
	<u>\$ 11,276,563.25 *</u>
Accrued Payroll	\$ 31,881.62
Payroll Tax Payable	\$ 38,734.17
Telecommunication Tax Payable	\$ 43,068.93
USF Tax Reserve	\$ 760,714.99 **
Note to Santa Monica Bank	\$ 399,296.67
	<u>\$ 1,273,696.38</u>
Notes Payable Gold	\$ 998,524.55 ***
Due to 800-777 Club	\$ 50,200.00
Due to AAA	\$ 3,231.41
	<u>\$ 53,431.41</u>
Total	\$ 13,602,215.59

*This is the amount reported on the 3/31/00 SBS balance sheet. The amount did not tie to the worksheet provided by WCOM. Jim Martineg is going to provide a schedule that reconciles the SBS number to the WCOM number. This schedule also needs to be calculated as of the closing date so that we can make any adjustments to reconcile the final WCOM number to the final SBS number.

**The amount on the SBS 3/31/00 balance sheet is \$610,714.99. The final number listed here is an estimate.

*** This number is reported on as \$750,000 on the SBS balance sheet but is estimated here to amount to include interest and \$200,000 of SBS/Gold debt that is on the AAA balance sheet.

Based on "Unaudited Financial Statement" which was provided by SBS Accounting division, Mr. Sam Francis prepared this Schedule of SBS Debt as of 03/31/00.

(HS)

EXHIBIT C

NEW GLOBAL TELECOM, INC.
CONSOLIDATED PROFIT & LOSS STATEMENT
1999 YEAR TO DATE

	Jan-99	Feb-99	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Total
SALES													
INTERNATIONAL LONG DISTANCE	5,399,460	7,268,361	7,606,413	8,553,150	10,187,395	11,064,685	11,753,988	12,244,210	12,656,288	13,874,867	12,440,276	11,678,625	125,710,733
MANAGED NETWORK SERVICES	0	0	0	0	0	90,987	293,222	303,411	303,222	303,222	303,222	303,222	1,910,481
NETWORK INSTALLATION	373,000	373,000	373,000	373,000	373,000	566,827	578,202	768,434	301,300	265,333	1,014,373	1,294,715	8,335,234
RETAIL	0	0	0	0	0	0	0	0	0	0	0	112,284	112,284
MISCELLANEOUS INCOME	52,874	44,734	48,269	21,707	74,156	4,039	1,640	0	51,348	140	0	0	301,004
DISPUTES	0	(27,807)	(28,139)	(77,520)	(60,620)	(48,620)	(43,188)	(82,819)	(88,249)	(71,659)	(78,821)	(52,804)	(838,949)
* TOTAL SALES *	6,777,331	7,651,305	7,984,643	8,952,123	10,660,223	12,567,941	12,593,664	13,443,106	13,635,669	14,372,703	13,691,663	11,068,922	134,032,509
COST OF GOODS SOLD													
NETWORK LOCAL LOOP/DC	174,779	147,367	162,448	192,093	278,009	189,395	144,435	195,980	198,777	133,359	251,487	143,357	2,090,278
DIAL TONE	0	0	0	0	0	205,210	205,210	177,000	117,780	61,009	107,681	55,243	800,048
LONG HAIL	10,209	99,208	18,208	18,208	14,208	2,970	53,192	53,192	52,684	40,301	80,858	92,238	468,256
INDIRECT/OVERFLOW FEES	1,106,374	1,483,467	1,788,136	2,111,863	2,864,582	4,486,683	6,482,164	8,187,820	8,913,967	7,844,309	8,523,183	9,020,332	67,044,987
DIRECT USAGE FEES	2,464,582	2,736,469	3,021,009	4,380,054	4,639,035	4,657,529	3,641,180	3,464,837	3,053,934	3,978,781	3,342,881	3,714,705	41,881,351
USAGE DISPUTES	(3,658)	(11,108)	(861)	(29,717)	(3,573)	(67,273)	(85,121)	(492,682)	(211,050)	(391,132)	(2,555,058)	1,864,682	(3,429,622)
SIGNALING LINKS	0	0	0	0	0	0	0	0	0	0	0	0	0
PRIVATE LINE LEASE	645,335	639,804	647,940	717,685	619,547	407,934	448,937	607,536	441,246	483,364	485,528	341,088	5,325,253
CIRCUITS DISPUTES	0	0	0	0	0	0	0	0	0	0	0	0	0
SWITCHING EQUIP. LEASE	0	0	0	0	0	2,900	1,918	2,848	601	2,155	3,508	2,707	17,713
SWITCH SITE RENT	0	0	0	0	0	0	0	0	0	0	0	0	0
SWITCH PARTITION FEES	28,653	34,871	34,832	28,547	32,418	2,629	5,478	4,501	5,173	(7,693)	1,033	4,068	17,620
* TOTAL COST OF GOODS SOLD *	4,461,530	5,111,046	5,460,769	7,435,068	8,600,378	9,878,360	10,140,917	10,487,917	10,487,917	11,870,308	10,483,943	10,178,991	105,673,084
* GROSS PROFIT (LOSS) *	1,255,801	2,540,259	1,523,874	1,516,940	1,994,645	2,689,581	2,452,747	2,955,189	3,147,752	2,502,395	3,207,720	2,889,931	28,359,425
OPERATING EXPENSES													
MARKETING	1,433	4,195	1,077	3,044	1,307	1,560	6,334	3,117	2,898	2,270	425	274	21,422
BROKER ROYALTY FEES	0	0	0	0	0	10,289	9,979	10,683	25,398	42,500	4,793	8,582	111,193
SALES COMMISSIONS	21,481	33,423	23,199	18,707	14,162	19,043	27,813	14,895	2,889	967	6,911	0	103,381
BANK FEES	18,336	18,336	18,336	25,027	25,028	25,028	33,000	33,000	33,000	33,000	33,000	(33,120)	281,868
BILLING SYSTEM	849	378	677	671	1,957	1,715	1,233	105	2,466	222	1,053	1,720	11,088
EQUIPMENT RENTAL	0	0	0	0	0	1,643	0	0	0	0	0	0	0
DUES & SUBSCRIPTIONS	861	8,243	441	1,764	1,828	7,381	3,739	1,427	1,509	696	0	0	8,488
GET EXPENSE	264	(75)	46	113	315	136	804	261	182	253	273	9,118	45,976
DONATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
INSURANCE	283	1,211	10,272	2,821	17,122	17,366	11,084	11,878	18,345	11,251	24,415	17,782	144,151
EMPLOYEE TRAINING/EDUCATION	7,062	19,233	2,519	832	3,100	802	2,643	6,037	18,347	13,600	6,264	10,081	90,321
CONFERENCE FEES	0	0	0	0	0	0	0	3,436	3,436	3,436	3,436	3,436	18,369
CONSULTING FEES	43,900	34,006	33,830	32,056	45,915	37,420	19,478	43,234	42,180	(5,239)	6,525	3,134	20,398
SOFTWARE FEES	1,630	2,890	1,490	0	22	750	2,247	0	100	33,902	176,600	146,585	680,659
LICENSE & PERMITS	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRACT LABOR	5,323	1,511	2,456	800	2,546	694	9,021	15,887	3,978	6,935	6,061	19,732	56,122
TEMPORARY EMPLOYEES	4,784	3,732	590	2,855	412	142	1,859	1,859	800	1,012	0	2,837	10,446
MEXICO CONTRACT LABOR	1,867	6,509	1,907	2,222	1,940	2,235	2,049	4,434	8,251	6,138	8,480	9,926	53,408
RECRUITING FEES	0	0	0	0	0	140	2,215	12,106	18,872	12,329	0	94,213	96,962
LEGAL & ACCOUNTING	1,524	15,016	42,866	10,482	23,631	21,050	20,688	12,106	48,245	43,403	(6,613)	121,517	356,653
MAINTENANCE	4,767	1,836	1,836	4,003	5,384	5,696	5,615	5,615	9,108	8,974	7,543	11,469	78,460
MEXICO SECURITY	0	0	0	1,821	1,937	2,374	1,056	1,851	1,851	981	787	868	10,530
OFFICE SUPPLIES	10,265	6,953	8,240	6,878	7,416	8,220	12,272	14,749	10,769	13,149	13,953	35,013	147,534
COMPUTER SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	0	0
TELECOM EQUIPMENT SUPPLIES EXP	11,853	7,672	5,117	9,906	15,645	2,464	6,877	24,004	43,564	34,592	6,272	38,777	22,782
NETWORK OVERHEAD	7,900	0	9,288	12,707	36,315	44,664	43,260	50,835	48,353	33,579	114,967	38,777	220,797
VACATION	210,580	261,220	278,663	278,122	317,437	312,689	347,372	350,479	471,031	33,579	114,967	174,033	577,481
BONUSES	13,082	(2,241)	6,852	31,887	2,304	14,830	14,090	7,656	19,819	21,977	1,961	3,412	134,188
EMPLOYEE 401K & MEDICARE	21,370	20,838	20,838	45,499	43,496	45,499	45,499	45,499	45,499	45,499	45,499	45,499	458,018
EMPLOYEE FEDERAL	21,370	20,838	20,838	45,499	43,496	45,499	45,499	45,499	45,499	45,499	45,499	45,499	458,018
EMPLOYEE CA STATE	4,813	58,340	63,641	74,403	68,767	92,265	88,812	97,487	111,324	105,428	122,678	122,678	1,028,142
EMPLOYEE CA DEL	2,811	3,993	3,540	4,253	7,171	6,330	3,944	3,25	11,324	5,925	1,148	3,607	47,977
EMPLOYEE DO STATE	353	272	336	119	139	0	0	0	0	0	0	0	1,256
	7,514	8,460	8,653	8,693	11,038	11,855	13,930	16,161	18,052	15,459	15,700	19,911	153,373

New Global Telecom Confidential

NEW GLOBAL TELECOM, INC.
CONSOLIDATED PROFIT & LOSS STATEMENT
1999 YEAR TO DATE

	Jan-99	Feb-99	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Total
EMPLOYER NY STATE	300			180									1,116
EMPLOYER NY STATE		72	40	23	11	4	0	0	0	0	0	0	3,477
EMPLOYER CA TRADING TAX		385	117	33	0	0	0	0	0	0	0	0	155
EMPLOYER TX SW	20,697	24,390	28,181	23,212	31,029	35,825	29,361	42,898	32,435	33,477	26,178	48,537	390,816
EMPLOYER SS & MEDICARE		2,002	1,175	565	317	328	514	460	689	532	285	618	7,360
EMPLOYER FUTA		2,433	1,368	(2,119)	618	(7)	289	251	(8)	573	224	473	4,163
EMPLOYER CA SW	11,508	4,331	17,303	17,739	19,244	17,278	24,362	32,053	29,784	37,872	32,358	44,733	280,000
EMPLOYER HEALTH	4,905	3,879	2,144	(8,321)	(1,140)	254	234	229	229	323	133	155	3,011
EMPLOYER CO RIA	4,091	5,686	5,747	8,082	6,422	6,106	8,369	6,000	7,178	8,314	7,885	7,885	78,101
STOCK OPTION COMPENSATION		0	0	0	0	0	0	0	0	12,000	0	0	30,000
EMPLOYER NY STATE SW		0	0	0	0	0	0	0	0	0	0	2,304	2,304
EMPLOYER FL SW		0	0	0	0	0	0	0	0	0	0	0	649
POSTAGE & SHIPPING		0	189	0	89	95	5	0	43	92	99	37	74,832
SALES TAX	3,007	2,216	2,503	2,905	7,445	8,833	5,163	3,349	10,690	5,327	6,013	16,715 (7)	74,832
MEXICO TAXES	11,464	7,026	7,043	7,459	7,000	26,186	17,378	9,890	8,244	7,529	3,061	20,083 (6)	122,290
PRINTING	1,441	1,298	379	780	3,695	6,159	1,197	281	1,420	2,184	1,547	2,447	60,047
REAL ESTATE/PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	22,898
RENT	41,842	44,944	60,217	55,628	80,494	52,080	51,702	68,015	85,262	81,436	62,147	87,321	853,186
MONTHLY PARKING	542	2,327	2,563	1,880	2,488	1,918	650	2,870	1,938	2,628	2,984	4,873	28,043
EMPLOYEE HOUSING	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	25,434
EMPLOYEE RELOCATION		0	2,693	12,602	2,911	5,227	3,117	17,805	19,020	1,005	2,460	0	66,540
AIRFARE	31,604	31,467	61,760	42,991	17,472	42,665	19,367	47,742	37,874	68,974	73,864	10,225 (9)	583,673
TRAVEL & LODGING	38,204	48,167	21,696	33,631	48,369	32,730	19,367	47,742	37,874	68,974	73,864	10,225 (9)	583,673
MEALS & ENTERTAINMENT	7,387	5,702	3,441	5,432	9,633	6,039	6,542	9,191	11,071	12,717	11,071	24,950 (8)	117,268
UTILITIES	3,132	5,773	1,137	1,248	16,084	2,627	7,895	8,919	9,416	11,322	7,115	14,673	90,330
OFFICE TELEPHONE EXPENSE	41,983	27,307	17,882	31,968	51,797	19,634	38,638	41,089	41,918	40,253	35,778	82,730 (1)	473,644
BAD DEBT	20,083	31,271	31,445	38,004	45,854	56,839	59,211	57,565	64,862	70,195	54,643	62,618	606,659
MISCELLANEOUS EXPENSE	5,801	7,005	3,472	2,003	4,063	5,503	3,145	9,134	6,997	12,136	17,131	170,212	246,164
DEPRECIATION & AMORTIZATION	213,529	240,707	282,886	253,908	237,541	270,108	281,493	293,120	311,054	379,193	343,441	525,700 (6)	2,418,112
* TOTAL OPERATING EXPENSES *	915,388	1,052,640	1,115,845	1,194,678	1,333,248	1,324,623	1,360,667	1,625,320	1,708,122	1,851,472	1,654,119	2,517,600	17,303,126
*** OPERATING PROFIT (LOSS) ***	210,292	1,487,822	421,839	300,261	681,387	1,358,956	1,072,319	968,748	1,352,916	893,923	1,333,885	289,291	10,486,588
OTHER INCOME (EXPENSE)													
INTEREST INCOME	4,227	4,328	4,707	8,932	6,838	21,363	22,128	36,018	42,311	49,177	64,853	61,148	305,124
INTEREST EXPENSE	(74,440)	(122,659)	(121,161)	(111,749)	(116,659)	(117,121)	(108,206)	(130,254)	(108,273)	(135,857)	(127,841)	(120,781)	(1,396,671)
GAIN(LOSS) ON EXCHANGE RATE	0	15	0	(39)	2,477	46	(834)	74	0	(9)	362	0	2,002
GAIN(LOSS) ON SALE/DISPOSAL OF ASSET	(70,219)	(123,401)	(118,444)	(109,894)	(107,314)	(94,712)	(62,914)	(94,212)	(83,662)	(86,689)	(72,336)	(303,315)	(237,651)
INCOME BEFORE INCOME TAXES	210,079	1,367,221	305,495	270,405	664,093	1,261,224	919,404	874,517	1,258,554	764,234	1,261,650	(13,964)	9,183,201
INCOME TAXES	0	0	0	0	0	0	56,871	362,873	634,374	317,167	523,565	287,778	2,082,908
*** NET INCOME (LOSS) ***	210,079	1,367,221	305,495	270,405	664,093	1,261,224	862,533	511,644	713,560	447,067	738,085	(301,762)	7,099,293
EBITDA	533,820	1,723,681	674,106	639,128	921,415	1,627,090	1,352,972	1,264,893	1,683,870	1,182,764	1,682,782	379,361	13,635,800
Headcount													
US Based	57	67	65	72	73	83	85	86	110	116	116	120	

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NEW GLOBAL TELECOM, INC.
CONSOLIDATED BALANCE SHEET
For the Period Ending 12/31/99

CURRENT ASSETS:

CASH	9,307,375
RESTRICTED CASH	228,256
ACCOUNTS RECEIVABLE	23,111,284
PREPAID EXPENSES & OTHER CURRENT ASSETS	<u>620,305</u>

TOTAL CURRENT ASSETS **33,267,220**

LONG TERM ASSETS:

PROPERTY & EQUIPMENT	23,431,140
LESS: ACCUM. DEPR & AMORT.	<u>(5,157,796)</u>
NET PROPERTY & EQUIPMENT	18,273,344

DEPOSITS & OTHER ASSETS: **1,790,243**

TOTAL ASSETS	53,330,808
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LIABILITIES & STOCKHOLDERS EQUITY:**CURRENT LIABILITIES:**

ACCOUNTS PAYABLE	13,368,290
ACCRUED LIABILITIES	19,565,553
ACCRUED INCOME TAX	1,757,257
NOTES PAYABLE-CURRENT	3,825,241
CAPITAL LEASE-CURRENT	1,473,962
INTEREST PAYABLE	773,201
SHORT-TERM DEFERRED REVENUE	<u>1,447,883</u>
TOTAL CURRENT LIABILITIES	42,211,387

LONG TERM LIABILITIES

LONG TERM NOTES PAYABLE	6,062,353
CAPITAL LEASE PAYABLE	2,859,224
LONG-TERM DEFERRED REVENUE	<u>0</u>
TOTAL LONG TERM LIABILITIES	8,921,577

TOTAL LIABILITIES	51,132,964
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STOCKHOLDERS EQUITY:

COMMON STOCK - VOTING	1,003
COMMON STOCK - NONVOTING	12
ADDITIONAL PAID IN CAPITAL	261,398
RETAINED EARNINGS	(5,114,775)
CURRENT YEAR PROFIT (LOSS)	<u>7,050,208</u>
TOTAL SHAREHOLDERS EQUITY	2,197,846

TOTAL LIABILITIES & STOCKHOLDERS EQUITY	53,330,810
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EXHIBIT D

New Global Telecom, Inc.

Officers:

Richard C. Grange	President and Chief Executive Officer
Brian Johnson	Senior Vice President/Chief Financial Officer
Edward DeMent	Senior Vice President-Business Development and Sales
Lee Story	Senior Vice President-Operations
Bradley K. Grunewald	Vice President of Business Development
Max Hagan	Vice President-Sales

Board of Directors

Richard Grange
Bradley Grunewald
Max Hagan
Brian Johnson
Edward DeMent
Lee Story
Henry Chan
Jason Block
Joel Peterson

Officer Biographies

Richard C. Grange, President and Chief Executive Officer. Mr. Grange has 17 years of management experience in the long distance telecommunications industry. Prior to joining the Company in 1998, Mr. Grange served as President and CEO of Meridian Telecom International, a provider of non-traditional international call termination and international operator services, which he founded in 1996. From 1995 to mid-1996, he served as President of Technology Resource Group (TRGI), an international call back carrier, with respect to which he successfully completed a management buyout. From 1989 to 1995, Mr. Grange owned and operated Diglink Communications, a provider of domestic bypass services, and Voxcom, a developer and operator of P.C.-based automated operator and voicemail systems. Mr. Grange began his telecommunications career in 1982 when he co-founded TMC of Colorado where he was Executive Vice President and Chief Operating Officer.

Brian Johnson, Senior Vice President / Chief Financial Officer. Mr. Johnson, who recently joined the Company, has over 18 years of senior executive leadership in the financial and operational arenas of start-up, mid-sized and multi-billion dollar corporate settings and in transactional investment banking (specialized corporate finance and M&A engagements). An attorney and CPA who began his professional career with Arthur Andersen & Co., Mr. Johnson has served as CFO of public companies in the electronic security, cable TV and oil and gas industries. He brings an extensive background in negotiating, closing and integrating acquisitions. In 1998 Mr. Johnson served as COO and then CEO of an early-stage, high-speed, wireless, Internet access company. Previously he served in Senior Vice President roles in acquisitions and field service with ADT Security Services, a \$2 billion provider of electronic security services to over 1.8 million customers, from Dec. 1995 through 1997 (when it was sold to Tyco Int'l. in a \$6 billion merger). From 1993 through 1995 Mr. Johnson was Executive Vice President and CFO of Alert Centre, Inc., which he co-led through a post-bankruptcy rebuild and an eventual merger with ADT.

Edward DeMent, Senior Vice President - Business Development & Sales. Mr. DeMent has 18 years of business and technical experience in the telecommunications industry. Prior to joining the Company, Mr. DeMent served as Director of Operations of US WATS, Inc. from November 1995 until February 1998, where he oversaw the strategic redesign of the existing regional network. Mr. DeMent served as Manager of Engineering and Research and Development at ATX Telecommunications, a full service telecommunications company from 1989 to 1994, and also worked in Research and Development for Allnet Communications. Mr. DeMent was among the first to utilize SS-7 technology in a long distance network and to install a functional SONET ring within Philadelphia. Mr. DeMent began his telecommunications career with MCI in 1982.

Lee Story, Senior Vice President - Operations. Lee Story, who recently joined the Company, brings over 13 years of sales and engineering experience in the telecommunications industry. Most recently, Mr. Story designed and implemented the US business plan for a subsidiary of a Japanese retail carrier, Pacific Telecom, which included the installation of a California-based network to attract both wholesale and retail traffic. Previously, Mr. Story was President of a subsidiary of US Wats, Inc. where he developed a profitable revenue channel that helped transform a regional carrier to a national carrier. Prior to entering the long distance business, Mr. Story was involved in the local telecommunications business where he was instrumental in developing the initial customer base and designing products for ICG Communications Group in northern California. His telecommunications career began in 1986 with Pacific Bell where he had various responsibilities including the design and implementation customized voice and data contracts for government agencies and extensive switch replacements and network upgrades that were necessary in the early stages of deregulation.

Bradley K. Grunewald, Vice President of Business Development. Mr. Grunewald has 15 years of international business experience, with nine years in the telecommunications industry. In 1991, Mr. Grunewald served as Vice President of Sales and Marketing for North Star, an international value-added reseller of Summa Four Central Office switches specializing in enhanced IVR applications. In 1992, Mr. Grunewald and the other members of the North Star team formed Riktel Telecommunications, a switch based service bureau in Egypt. After selling his shares in Riktel, Mr. Grunewald joined Technology Resource Group in Sept. 1994 as Director of International Business Development where, in 1995, he and Richard Grange began developing a non-traditional, international carrier business.

Max Hagan, Vice President - Sales. Mr. Hagan has been involved in various businesses outside of the telecommunications sector prior to joining the Company. His experience includes sales and other strategic business development responsibilities in early stage companies that he has translated effectively in telecommunications by being the primary interface with AT&T in maintaining and growing all aspects of this relationship. Recently he concluded negotiations with AT&T to start yet another strategic relationship where the Company will be the first outside contractor to manage a specific portion of AT&T's network.